

**COOPERATIVE MANAGEMENT AGREEMENT
between the
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
and
COUNTY OF SANTA BARBARA
and
CITY OF SANTA BARBARA**

This COOPERATIVE MANAGEMENT AGREEMENT (Agreement) is hereby made and entered into by and between the United States Department of Agriculture Forest Service, hereinafter referred to as Forest Service, the County of Santa Barbara, hereinafter referred to as County, and the City of Santa Barbara, hereinafter referred to as City, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154.

A. PURPOSE:

The purpose of this Agreement is to establish a partnership between the Forest Service, County, and City for the purposes of implementing the 2008 Front Country Trails Management Recommendations of the Front Country Trails Multi-Jurisdictional Task Force (Task Force). The Task Force was formed in 2006 for the purpose of developing recommendations to foster comprehensive and coordinated management of the Front Country Trails (FCT). The Task Force approved the FCT Management Recommendations in February 2008. The recommendations were subsequently accepted by the Forest Supervisor, City Council, and County Board of Supervisors in May 2008. The FCT Management Recommendations are hereby incorporated and become a part of this agreement.

This Agreement establishes the intent and expectations of the partnership, respective agency roles and responsibilities, funding commitments, and the planning/decision making framework.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Located within the front range of the Santa Ynez Mountains, the Santa Barbara Front Country Trails (FCT) include: Arroyo Burro, Jesusita, Tunnel, Rattlesnake, West Fork Cold Springs, East Fork Cold Springs, San Ysidro, and Romero Canyon. Largely within the Los Padres National Forest, the FCT provide over 30 miles of trails for equestrians, hikers, trail runners, and mountain bikers. Multi-agency management of the FCT by the Forest Service, County, and City will result in the efficient and cooperative management of the FCT, standardize procedures and practices, promote cooperation from trails users, and ensure that the FCT can continue to be enjoyed by Santa Barbara residents and visitors.

C. ALL PARTIES SHALL:

1. Commit the respective resources, staff, equipment, and facilities assigned to the FCT system to the common protection of all resources contained within the FCT System as well as for the appropriate enjoyment and appreciation of the same by the public, across governmental jurisdictions.
2. Commit to develop cooperative procedures and practices that establish trail use standards for general public use and for those uses that require permits.
3. Designate a staff liaison for purposes of discussing and resolving coordination matters. Agency heads will resolve substantive issues, including issues not resolved at the liaison level. Liaisons will meet on a quarterly basis to discuss and resolve coordination matters.
4. Develop and employ, to the extent practicable, operating procedures and standards to ensure joint accomplishments of FCT management activities, which may include but not be limited to: administration, public information, signage, interpretation and publications, resource management, maintenance, design and construction, planning, and the development of policies, as outlined in the Front County Trail Management Recommendations.
5. Produce, review and approve a FCT management strategy and funding plan to communicate a long-term vision, goals and objectives; trails planning, management, and project priorities; and establish an annual operating and capital project budget.
6. Work cooperatively to prepare an annual work plan that identifies common projects resulting in interagency cost efficiencies.
7. Establish mechanisms to allow the transfer of funds between agencies for specific purposes.

D. FOREST SERVICE SHALL:

To be developed.

E. COUNTY OF SANTA BARBARA SHALL:

To be developed.

F. CITY OF SANTA BARBARA SHALL:

To be developed.

G. ACKNOWLEDGEMENTS

All three agencies are to be acknowledged in publications and audiovisuals.

H. REPORTS

An annual work plan and year-end report will be submitted to the Forest Supervisor, Santa Barbara County Board of Supervisors, and the Santa Barbara City Council.

I. PARTNERSHIPS WITH OTHER ENTITIES

The Forest Service, County, and City will work with trails advocates and organizations to foster development of an umbrella non-profit community organization to assist with trail maintenance, education, fundraising, and community support.

At the same time, this Agreement in no way restricts the Forest Service, County, or City from establishing partnerships with other entities, including other public or private agencies, organizations and individuals, for the purpose of achieving the objectives of the FCT Management Recommendations.

J. EXPENDITURE OF FUNDS

Nothing in this Cooperative Management Agreement shall be construed as obligating the Forest Service, County, or City to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this Cooperative Management Agreement shall be authorized by individual Task Agreements. When the work to be accomplished and the work program are mutually agreed upon by all parties, an appropriate Task Agreement shall be consummated obligating funds where necessary.

K. PROPERTY UTILIZATION AND DISPOSITION

Any tools, equipment, or other property supplied by the Forest Service, County, or City shall remain the respective property of the Forest Service, County, or City.

L. TERM OF AGREEMENT

This Cooperative Agreement shall terminate five years from the effective date hereof, unless prior thereto it is terminated pursuant to the provisions of Section M, or any applicable Federal or County or City law or regulation.

M. TERMINATION

Any of the parties, in writing, may terminate the instrument in whole, or in part, with 60 days notice to all parties before the date of expiration.

N. PRINCIPAL CONTACTS

Forest Service Project Contact

County of Santa Barbara Contact

Phone:
FAX:
E-Mail:

Phone:
FAX:
E-Mail:

City of Santa Barbara Contact

Phone:
FAX:
E-Mail:

O. GENERAL AND SPECIAL PROVISIONS

To be developed.

AUTHORIZED SIGNATURES

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Cooperative Management Agreement.

Forest Supervisor
Los Padres National Forest
United States Forest Service

Date_____

Parks Director
County of Santa Barbara

Date_____

Parks and Recreation Director
City of Santa Barbara

Date_____